## EXHIBIT A

Case No.: 24-cy-03348-AS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
X

Plaintiff,

-against-

MATTHEW MUCKEY,

ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802, AMERICAN FEDERATION OF MUSICIANS and THE PHILHARMONIC-SYMPHONY SOCIETY OF NEW YORK, INC. a/k/a THE NEW YORK PHILHARMONIC ORCHESTRA,

Defendants.	
Σ	<b>X</b>

## PLAINTIFF MATTHEW MUCKEY'S CHART IDENTIFYING ELEMENTS PLAUSIBLY ALLEGED IN PLAINTIFF'S FIRST AMENDED COMPLAINT IN OPPOSITION TO ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802, AMERICAN FEDERATION OF MUSICIANS' MOTION TO DISMISS

Pursuant to Section 8(G)(i) of the Judge's Individual Practices in Civil Cases, Plaintiff MATTHEW MUCKEY ("Plaintiff"), by and through his undersigned counsel, submits the following chart in opposition to Defendant ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802, AMERICAN FEDERATION OF MUSICIANS' Motion to Dismiss, identifying the paragraphs of the First Amended Complaint that plausibly allege the claims pleaded.

CLAIM	ELEMENTS PLAUSIBLY ALLEGED	PARAGRAPH IN FIRST AMENDED COMPLAINT
First Claim for Relief:	Employer Breached the collective bargaining agreement;	Plaintiff plausibly alleges all the elements in the foregoing

Violation of NLRA, Section 9(a),	2. Union violated its duty of fair representation through arbitrary, discriminatory, or bad faith conduct; and	paragraphs of the First Amended Complaint:
	3. A causal connection between the union's wrongful conduct and Plaintiff's injuries.  See White v. White Rose Food, 237 F.3d 174, 178-179 (2d Cir. 2001).	1. ¶¶ 3, 4, 5, 6, 17, 40, 41, 46, 47, 48, 49, 54, 56, 57, 58, 59, 60, 61, 62, 94, 95, 96, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 134, 135, 136, 187, 138, 142, 145, 177, 178, 180, 182, 183, 184, 185, 212, 213, 233, 237, 238, 240, 242, 245, 251, 252, 253, 254, 255, 256, 260, 261, 262, 263.
		2. ¶¶ 3, 4, 5, 6, 16, 22, 23, 36, 37, 38, 39, 41, 42,
		43, 46, 48, 49,
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261, 262.
3. ¶¶ 3, 4, 6, 56,
59, 60, 61, 76,
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83, 84, 89, 90,
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137, 145, 180,
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		245, 246, 247,
		248, 262.
		270, 202.
Third Claim For	1. The employer breached the collective bargaining	Plaintiff plausibly
Relief:	agreement;	alleges all the elements in the
Violation of		foregoing
Title VII of the	2. The union breached its duty of fair representation;	paragraphs of the
Civil Rights Act	and	First Amended
of 1964,		Complaint:
28 U.S.C. §	3. The union's conduct was motivated by	1 44 2 4 5 6 17
2000e-2, Sex	discriminatory animus.	1. ¶¶ 3, 4, 5, 6, 17,
Discrimination		40, 41, 46, 47,
	MI I HOOGEHIUS III II 2010 II C	48, 49, 54, 56,
	<i>McLeod v. 1199SEIU United Healthcare</i> , 2019 U.S. Dist. LEXIS 55085, at *20 (S.D.N.Y. Mar. 29, 2019).	57, 58, 59, 60,
	Dist. EEAIS 33003, at 20 (3.D.N. 1. Mai. 29, 2019).	61, 62, 94, 95,
		96, 106, 107,
		108, 109, 110,
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		187, 138, 142,
		145, 177, 178,
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		184, 185, 212,
		213, 233, 237,
		238, 240, 242,
		245, 251, 252,
		253, 254, 255,
		256, 260, 261,
		262, 263.
		202, 203.
		2. ¶¶ 3, 4, 5, 6, 16,
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	3.	$\P$ 2, 3, 4, 6, ,
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		233, 267, 268,
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		268, 269, 270,
		271, 272.
Fifth Claim For	1. The employer breached the collective bargaining	Dlaintiff plansibly
Relief:		Plaintiff plausibly alleges all the
Kellel.	agreement;	elements in the
Violation of the	2 77 . 1 1 1 . 1	foregoing
New York State	2. The union breached its duty of fair representation;	paragraphs of the
Human Rights	and	First Amended
Law,		Complaint:
N.Y.S.	3. The union's conduct was motivated by	1. ¶¶ 3, 4, 5, 6, 17,
Executive Law § 296, Sex	discriminatory animus.	40, 41, 46, 47,
Discrimination		48, 49, 54, 56,
2 is trimination	McLeod v. 1199SEIU United Healthcare, 2019 U.S.	57, 58, 59, 60,
	Dist. LEXIS 55085, at *20 (S.D.N.Y. Mar. 29, 2019).	61, 62, 94, 95,
	District 20000, at 20 (SiBit WIT Mail 25, 2015).	96, 106, 107,
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	2. $\P\P$ 3, 4, 5, 6, 16,
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		3. ¶¶ 2, 3, 4, 6, ,
		52, 53, 54, , 76,
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		301.
Seventh Claim	The employer breached the collective bargaining	Plaintiff plausibly
For Relief:	agreement;	alleges all the
Torrener.	agreement,	elements in the
	2. The union breached its duty of fair representation;	foregoing
Violation of the	and	paragraphs of the
New York City	and	First Amended
Human Rights Law,	2 771	Complaint:
N.Y.C.	3. The union's conduct was motivated by	1. ¶¶ 3, 4, 5, 6,
Administrative	discriminatory animus.	17, 40, 41, 46,
Code § 8-107,		47, 48, 49, 54,
Gender	McLeod v. 1199SEIU United Healthcare, 2019 U.S.	56, 57, 58, 59,
Discrimination	Dist. LEXIS 55085, at *20 (S.D.N.Y. Mar.	60, 61, 62, 94,
		95, 96, 106,
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	2. $\P$ 3, 4, 5, 6,
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Respectfully Submitted,

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